

**8<sup>TH</sup> AMENDMENT TO PREFONATINE LEASE  
BETWEEN KING COUNTY AND E .M. GREENWOOD TRUST**

This Eighth Amendment is made and entered into by and between E. M. Greenwood Trust, a Washington trust ("Landlord"), and King County, a political subdivision of the State of Washington ("Tenant").

Recitals

A. Effective as of July 1, 2013, the Associated Counsel for the Accused assigned and King County assumed a certain Lease Agreement by and between E. M. Greenwood Trust and the Associated Counsel for the Accused, dated February 18, 1998, and including six amendments dated June 10, 1998, October 4, 2004, October 13, 2004, October 9, 2009, May 26, 2010 and April 28, 2011, (collectively referred to as the "Lease"). Landlord consented to this Assignment and Assumption.

B. In consideration of the Landlord's consent, and for other good and valuable consideration, the receipt and sufficiency of which was acknowledged, Tenant and Landlord amended the Lease effective as of September 16, 2013 ("7<sup>th</sup> Amendment").

C. The provisions of these Recitals form a contractual part of this Eighth Amendment.

Pursuant to Section 43 of the Lease, the parties agree to amend that Lease follows:

1. The following text shall be inserted after the caption for Sections 22 of the Lease to clarify when the Tenant must meet the requirements of subsections a and b in Section 22:

"The Landlord acknowledges that the Tenant is a self-insured government entity for all liability exposure. Tenant shall provide the Landlord with notice of any change in self-insured status within 30 days of electing to cease self-insurance. Upon any change in such self-insured status, the Tenant shall provide to the Landlord proof of liability insurance as required by this Section."

2. Add the following new **Section 50 Anti-Discrimination** to the Lease:

"Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Landlord shall comply fully with all applicable federal, state

and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with the Tenant.”

3. Delete the text of Section 8 of the 7<sup>th</sup> Amendment and replace with:

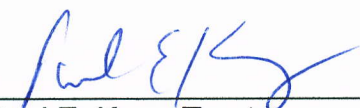
“The Tenant's obligations to the Landlord, if any, that extend beyond the current calendar year are contingent upon approval of the lease by the King County Council **and** appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, this Lease and all Tenant's obligations hereunder will terminate at the end of the calendar year in which such approval or appropriation expires, except that Tenant shall reimburse Landlord for the unamortized Tenant Improvement costs, architectural fees and leasing commission/advisory fees on a straight line basis.”

Except as expressly amended by this Eighth Amendment, all other terms of the Lease as it may have been amended by the seven previous amendments, shall remain in full force and effect.

This Eighth Amendment shall be effective upon the date of the last signature to this Amendment.

LANDLORD:  
E. M. Greenwood Trust

TENANT:  
King County

By:   
Paul E. Krug, Trustee

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: SEPTEMBER 4, 2014

Date: \_\_\_\_\_

TENANT ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_
is the person who appeared before me, and said person acknowledged that he/she
signed this Eighth Amendment, on oath stated that he/she was authorized to execute
the instrument and acknowledged it on behalf of King County, a political subdivision of
the State of Washington, to be the free and voluntary act of such party for the uses and
purposes mentioned in this instrument.

Dated: \_\_\_\_\_

(Signature of Notary Public)

(Printed Name of Notary Public)
My Appointment expires \_\_\_\_\_

LANDLORD ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Paul E. Krug is the person
who appeared before me, and said person acknowledged that he signed this Eighth
Amendment, on oath stated that he was authorized to execute the instrument and
acknowledged it on behalf of E. M. Greenwood Trust, a Washington trust, to be the free
and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: September 4th 2014

(Signature of Notary Public)

Imiteria Q. Kahue
(Printed Name of Notary Public)
My Appointment expires 12-19-16

Renton, WA

